

NOTICE  
CITY OF MOORE/MOORE PUBLIC WORKS AUTHORITY  
LITTLE RIVER PARK  
SANITARY SEWER INTERCEPTOR REHABILITATION/REPLACEMENT  
BID #1617-03

The City of Moore is currently seeking bids from interested parties for the contracting of Sanitary Sewer Interceptor Rehabilitation/Replacement at the Little River Park, as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore).

Bid Responses will be received until 1:45pm, local time, February 21, 2017 , in the Purchasing Division, 301 N Broadway, Moore, Oklahoma 73160.

Late responses will not be accepted under any circumstances. Any bid received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their bid is received on time.

There will be a mandatory Pre-Bid Meeting held at 2:00pm on January 30, 2017, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160.

Responses will be made in accordance with the specifications, and these specifications are on file and available for examination, or may be obtained from the office of the Purchasing Agent, Moore City Hall.

Four (4) bound copies and one (1) PDF copy on CD or thumb drive, addressed to the Office of the City Clerk, Purchasing Division will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

“BID #1617-03 “LITTLE RIVER PARK SANITARY SEWER INTERCEPTOR REHABILITATION/  
REPLACEMENT”

The City of Moore/Moore Public Works Authority reserves the right to accept the bid which, in the judgement of staff and Trustees of the Authority, is the best for the application of needs, materials and services as covered in the specifications, and determined the best, overall, for the good of the City of Moore/Moore Public Works Authority.

The City of Moore/Moore Public Works Authority reserves the right to reject any and all responses; waive irregularities and formalities in any response submitted.

The City of Moore/Moore Public Works Authority is an equal opportunity employer.

Barbara Furgiani, Purchasing Agent (405) 793-5023

**The City of Moore  
Moore, Oklahoma**



**LITTLE RIVER PARK SANITARY SEWER INTERCEPTOR**

**REHABILITATION/ REPLACEMENT**

**BID #1617-03**

**Due Date: February 21, 2017**

**1:45pm CST**

**City Clerk's Office**

**301 N. Broadway Avenue**

**Moore, Oklahoma 73160**



## **SOLICITATION OVERVIEW**

**The City of Moore is soliciting Sealed Bids for:**

**TITLE:** Little River Park Sanitary Sewer Interceptor  
Rehabilitation/Replacement

**BID Number:** 1617-03

**Mandatory Pre-Bid Meeting:** January 30, 2017, 2:00pm, Moore City Hall, Council Chambers

**Due Date:** 1 :45 p.m., February 21, 2017

**Location:** City of Moore, Purchasing Division  
301 N. Broadway Ave. Suite 142  
Moore, OK 73160

**Public Opening of Bids:**

There will be a public opening of bid responses in the City Council Chambers immediately following the submission due time/date, February 21, 2017 at 2:00pm. Interested parties are invited to attend.

**Submit written questions to:** [cdbg@cityofmoore.com](mailto:cdbg@cityofmoore.com)

**Questions may be submitted through 5:00 p.m., February 2, 2017.**

- No verbal questions will be accepted.
- Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

# I. Overview

## A. INVITATION

The City of Moore is currently seeking bids for the contracting of Sanitary Sewer Interceptor Rehabilitation/Replacement at the Little River Park, as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore).

## B. PROJECT FUNDING

Firms should note that all construction activities will be funded through the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CDBG-DR") program. Accordingly, the construction contract will include specific federal grant requirements for completion and payment.

## C. FEDERAL REQUIREMENTS

### **Laws and Regulations**

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14AU.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to "cross-cutting" Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

### **Federal Changes**

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor. The City of Moore shall provide the contractor direction as to the applicable Federal regulations, policies, and procedures

that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

### **Labor Requirements**

- (a) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations.
- (b) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). The Contractor's labor wages should meet or exceed Davis Bacon prevailing wages and shall be based on: General Wage Decision OK 150029. (Attachments included are: U.S. Department of Housing and Urban Development Form 4010 and OK 150022). Labor rates shall be in conformance with the above standards on any project that incorporates direct federal funding to a City of Moore project. Contractors will be required to submit weekly certified payrolls documenting these payroll payments.
- (c) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

### **Assignability**

The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the contractors from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

### **Access to Records**

The Contractor agrees that the U.S. Department of Housing and Urban Development ("HUD"), the Inspectors General, the Comptroller General of the United States, the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

### **Record Retention Requirements**

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Contractor. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

(d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

### **Remedies for Noncompliance**

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

### **Breaches and Dispute Resolution**

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

(b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

(d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract

or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction in Cleveland County, Oklahoma.

- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

### **Equal Opportunity**

The following equal employment opportunity requirements apply to the Contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

### **Civil Rights**

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section

202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.

- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

#### **Conflict of Interest**

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended.

Reference: 2 CFR 200.112

#### **Copyrights**

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor or Sub-contractor purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

#### **Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

References: (31 U.S.C. 1352as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

### **Environmental Requirements**

#### **Clean Air**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 etseq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

#### **Clean Water**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

#### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

#### **Recycled Products**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

#### **Environmental Conditions Discovered During Construction**

1) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction;

2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.

3) The City will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared

References: 24 CFR Part 58.47

**Section 504 and Americans with Disabilities Act**

The Contractor agrees and understands the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks, pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must be accessible.

References: 36 CFR Part 1190 Minimum Guidelines and Requirements for Accessible Design

**D. INSURANCE REQUIREMENTS**

Contractors will be required to meet insurance requirements of not less than the following limits;

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

The City of Moore and The Moore Public Works Authority will be required to be named as additional insured on all policies.

**E. BONDING REQUIREMENTS**

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any bond or has an interest in any litigation against the City. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

The City requires the following bonds:

**Maintenance Bond:**

A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred (100) percent of the total amount of the contract Work Order, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the City of said improvements.

**Performance Bond:**

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract Work Order amount guaranteeing execution and completion of the work in accordance with the specifications

**Statutory Bond:**

A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact Work Order amount guaranteeing payment in full for all materials and labor used in the construction of the work.

## F. PROJECT SCHEDULE

Work is to be one (1) year from the signed Notice to Proceed-provided site conditions meet those specified as appropriate for installation.

The City of Moore is an equal opportunity employer.

## II. Scope of Services

The work will consist of the construction of the Sanitary Sewer Interceptor Rehabilitation/Replacement at the Little River Park, Moore, Oklahoma.

This project will be federally funded by the U.S. Department of Housing and Urban Development (HUD) and will adhere to federal regulations. The Contractor will provide all necessary construction crews with adequate staffing to complete assigned projects.

The Contractor's bid response will need to include all equipment that will be provided to complete the assigned construction projects or construction tasks. This equipment shall all be in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local or mobile field office, and office equipment.

All work and materials will comply with the current version of the City of Oklahoma City Standard Specification for the Construction of Public Improvements with all amendments and revisions included (hereafter referred to as "standard specifications") and the City of Oklahoma City Construction Standard Details (hereafter referred to as "standard details"). When these standard specifications and standard details do not address certain construction tasks or certain required construction materials, then the Oklahoma Department of Transportation Standard Specifications for Highway Construction will govern.

### **PAY ITEM NOTES:**

Cost to include all sod required to repair all disturbed areas. Replacement sod shall be like kind (Bermuda or fescue) of existing conditions.

All point repairs will include necessary pipe, fittings, appurtences, excavation and backfill required to repair broken sewer line that cannot be repaired by trenchless rehabilitation.

Pre-construction television inspection shall be completed for the entire project length prior to any construction activities.

Contractor shall conduct video inspection prior to construction and post construction for all pipe to be rehabilitated. Three copies of post construction video shall be provided to the owner.

Contractor to reconnect all existing sanitary sewer connections and provide all necessary HDPE or PCV (SDR 26) piping to complete the connection.

Contractor to rehabilitate manholes as designated on the drawings. Rehabilitation method shall use a cementitious material and applied to a thickness of 1/2 inch. Strong Seal MS-2C or approved equal.

All flow control equipment, hoses, and other devices shall be free of any leaks, and inspected daily for the presence of new leaks. Leaking equipment shall be repaired or replaced immediately.

Traffic control plans must be submitted to the City of Moore Traffic Engineer for approval prior to any lane or street closures. Notice of lane or street closures must be provided to the City of Moore one (1) week prior to closure.

All signs, barricades, warning lights and other traffic control devices used for construction traffic control shall meet the requirements of the latest edition of the manual on Uniform Traffic Control Devices for Streets and Highways as pertains to shape, size, color, mounting height, and placement.

**GENERAL CONSTRUCTION NOTES:**

All work performed and materials supplied shall conform to the plans and/or project specifications. Any work not covered in the plans or specifications shall conform to the City of Moore's "Standard Specifications and Construction Drawings" or the "Standard Specifications for Highway Construction, Oklahoma Department of Transportation, Edition of 2009" and Supplementals".

The contractor shall be responsible for notifying all utility companies and governmental agencies who might have utility lines on or about the premises, or who might be affected by the construction. The contractor shall also coordinate their activities with the utility companies to ensure compliance with the project schedule. The contractor shall make every effort to protect existing utility lines, and shall repair any damages at their own expense.

Unless otherwise specified, the contractor shall be responsible for their own construction staking.

The contractor shall be responsible for erecting and maintaining barricades and other traffic warning devices as necessary around the perimeter of construction and adjacent to any open trenches.

All valve boxes, manhole lids, and sewer clean-outs located in paved areas, shall be H-20 traffic rated.

The contractor shall be responsible for verifying elevations and adjusting all covers and lids in paved areas to finished grade. All field adjustments shall be noted and brought to the engineer's attention for approval.

Contractor shall field verify and report to the engineer all existing utilities elevations that cross or conflict with proposed construction prior to beginning any work.

Contact utility providers and owner 48 hours prior to connection to existing utility lines.

Utility contractors must visit the site and be familiar with all existing conditions prior to providing a bid.

Contractor shall solely be responsible for all required trench shoring.

# III. Submittal Requirements

## DOCUMENTS TO BE SUBMITTED

The following forms/documents must be completed and submitted in a sealed envelope listing the following information on the outside:

“BID #1617-03 Little River Park Sewer Interceptor Rehabilitation/Replacement”

Exhibits to be included in submittal:

- **Exhibit C** Non-Collusion Affidavit
- **Exhibit D** Certification Regarding Lobbying
- **Exhibit E** Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- **Exhibit F** MOB/WOB/Section 3 Business (if Applicable)
- **Exhibit G** Form 4400
- **Exhibit H** Conflict of Interest Certification

## NUMBER OF COPIES

Four (4) paper copies and one (1) electronic copy of their completed BID response. All responses must be submitted in an 8 ½” x 11” format

Costs for developing a response and contract negotiations are entirely the obligation of the proposer and shall not be charged in any manner to the City.

The contractor shall submit resumes of the proposed project manager and superintendent for the base crew. If the contractor has a surveyor on staff or a contractual agreement for services with a surveying firm, please submit those qualifications as well. The City of Moore will require pre-employment and random drug screens of these employees. The City of Moore will also require that the employees submit to background checks for felony convictions, sex crimes, and US resident status. The contractor will be required to remove and replace any employee that does not pass the background checks, drug tests, or perform to the satisfaction of the City of Moore.

## EXHIBITS TO BE INCLUDED IN SUBMITTAL

Exhibit C Non-Collusion Affidavit

Exhibit D Certification Regarding Lobbying

Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Exhibit F MOB/WOB/Section 3 Business (if Applicable)

Exhibit G Form 4400

Exhibit H Conflict of Interest Certification

## V. Miscellaneous

All materials submitted by any proposer in response to the bid will become the property of the City and will be returned only at the option of the City.

Contractors shall prepare and develop submittals at the sole cost and expense of the Contractor.

The City reserves the right to reject any kind and all submittals and re-solicit for new qualifications, or to reject any and all submittals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Contractor to the bid for any project and no such representation is intended or should be construed by the issuance of this bid.

A bid response may be modified or withdrawn in person at any time before the scheduled due date and time of responses provided a receipt for the withdrawn response is signed by the Contractor's authorized representative. The City reserves the right to request proof of authorization to withdraw a bid response.

All responding contractors must meet all Federal requirements for the duration of the contract and must meet record retention requirements for a three year period after contract closeout. On federally funded projects the contractor must comply with all applicable federal requirements including but not limited to: Civil Rights, Affirmative Action, Employment Restrictions, Conduct, Lobbying, Copyrights, Religious Activities, Housing and Community Development (HCD) Act of 1974, and all applicable Office of Management and Budget (OMB) Circulars.

## Schedule

The following is a detailed schedule of events for the Bid process, which is subject to modification by the City:

- **January 18, 2017:** Advertise Bid
- **January 25, 2017:** Advertise Bid
- **January 30, 2017** **Mandatory** Pre-Bid Meeting
- **February 2, 2017:** Questions due to the City
- **February 8, 2017:** Responses to submitted questions posted online
- **February 21, 2017:** Bids due to the City
- **February 22-28, 2017:** Contract Negotiation
- **March 20, 2016:** City Council meeting
- **March 21, 2016:** Contract execution / notice to proceed

Exhibit C

**NON-COLLUSION AFFIDAVIT OF VENDOR**

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF \_\_\_\_\_) SS.  
STATE OF \_\_\_\_\_)

**AFFIDAVIT**

I, \_\_\_\_\_, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of \_\_\_\_\_  
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. \_\_\_\_\_, has not pled guilty to or been convicted of a  
(Firm's Name)  
felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to \_\_\_\_\_ has been convicted of a  
(Firm's Name)  
felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

\_\_\_\_\_  
(Officer or Agent)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
(Notary Public)

# Exhibit D: Byrd Amendment Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

# Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

# Exhibit F:

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

## F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, \_\_\_\_\_ certify that \_\_\_\_\_ is a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

## F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, \_\_\_\_\_ certify that \_\_\_\_\_ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ \_\_\_\_\_

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	





**Exhibit H: Conflict of Interest Certification**

In accordance with 24 CFR 85.36(b)(3) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Moore in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 24 CFR part 85.36 (3).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

